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Date: February 6, 2004 Must Be Sent By: asap
To: Examiner David Brunzman Fax No: (571) 273-1365
Company: GAU 1755, USPTO Phone No:
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From: Christopher M. Beck Phone No: (703) 905-2013
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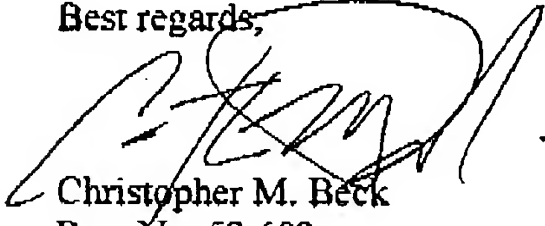
RE: U.S. Patent Application Serial No. 10/042,283 to Crippen et al.

Dear Examiner Brunzman:

As requested, faxed herewith are copies of Exhibits A and B referenced in the 1.132 Declaration by Thomas Morse filed on January 16, 2004.

Please do not hesitate to contact us should you have any further questions.

Best regards,



Christopher M. Beck
Reg. No. 52,603

Confidentiality Note
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EXHIBIT A

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and effective this [redacted], by and between [redacted] and its affiliated entities ([redacted]) having an office at [redacted] and [redacted] having an office at [redacted] (hereinafter individually referred to as "Party" and collectively referred to as "Parties").

WHEREAS, the Parties will engage in discussions for the purpose of considering a possible business relationship ("Project"); and

WHEREAS, the Parties mutually agree to enter into a confidential relationship with respect to the disclosure by one or each ("Disclosing Party") to the other ("Recipient") of confidential information which may include trade secrets, technical, operating, product, marketing, financial, and other information ("Information"); and

WHEREAS, Disclosing Party is willing to provide Information to Recipient only upon agreement by Recipient to maintain its confidentiality;

NOW, THEREFORE, in consideration of the premises and the promises and agreements contained in this Agreement, and of the benefits to be derived by each Party upon the execution of this Agreement, the Parties agree as follows:

1. Recipient shall hold in strict confidence any and all Information provided or revealed, directly or indirectly, whether furnished in writing, orally, or by means of inspection, and if not in writing then confirmed in writing within thirty (30) days of disclosure thereof, to it by Disclosing Party and, except as permitted elsewhere in this Agreement, shall not use such Information for any purpose other than for Project. Further any and all Information disclosed by [redacted] that is described in whole or in part in Appendix A of this Agreement, whether furnished in writing, orally, or by means of inspection, shall be held in strict confidence by the Recipient.
2. Recipient will disclose Information only to persons who are aware of the terms of this Agreement and who are bound by terms no less strict than those contained herein.
3. The obligation to maintain Information in confidence shall not apply to Information that Recipient can demonstrate, to the reasonable satisfaction of Disclosing Party:
 - a. is in the public domain by publication or otherwise or, after receipt by Recipient, enters the public domain through no fault of Recipient (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

Innovation Ventures, LLC - Initials [redacted]

- b. was known to Recipient prior to its receipt from Disclosing Party and with respect to which Recipient is not under an obligation of confidentiality; or
- c. is disclosed to Recipient after the time of disclosure by Disclosing Party, without obligation of confidentiality by a third party having a *bona fide* right to disclose same.

Provided, however, that in no event shall Recipient disclose that such Information was obtained from Disclosing Party. In addition, no Information obtained from Disclosing Party by Recipient shall be deemed to be within exceptions (a) through (c) above merely because such information is embraced by more general information in the public domain or by more general information in the possession of Recipient. In addition, any combination of concepts or features shall not be deemed to be within exceptions (a) through (c) above merely because individual concepts or features are in the public domain or in the possession of Recipient, but only if the combination itself and its principles are in the public domain or in the possession of Recipient.

- 4. Nothing in this Agreement shall be construed as granting to either Party, by implication, estoppel or otherwise, any rights, title, interest, or license in any know-how or patent now or subsequently owned by the other Party.
- 5. If Recipient is requested or required under process of law (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Information, Recipient shall provide Disclosing Party with prompt written notice of such request(s) so that Disclosing Party may seek an appropriate protective order. If Recipient is, in the opinion of Recipient's counsel, compelled to disclose any Information under pain of liability for contempt or other censure or penalty, Recipient may disclose the portion of Information that is legally required without liability under this Agreement.
- 6. The Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach of this Agreement in addition to all other remedies available at law or equity.
- 7. The term of this Agreement shall be [REDACTED] from the effective date. Termination of this Agreement shall not relieve Recipient from the obligations and commitments regarding confidentiality and non-use undertaken by Recipient which shall remain in full force and effect until such time as they are rendered inapplicable by the occurrence of one of more of the conditions set forth in section 3 of this Agreement.
- 8. Unless and until a definitive agreement between the Parties is executed and delivered, neither Party will be under any legal obligation of any kind whatsoever to the other Party by virtue of this Agreement with respect to any transaction or relationship except for matters specifically agreed herein.
- 9. No failure or delay by either Party in exercising any right provided under this Agreement shall operate as a waiver thereof or of any other right provided hereunder.

10. If a court finds any provision of the Agreement invalid or unenforceable as applied to any circumstance, that provision is to be considered omitted and the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties.
11. This agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings.
12. This Agreement and each Party's obligations shall be binding on the representatives, assigns, and successors of such Party.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the United States of America..

IN WITNESS WHEREOF, the Parties have caused this Agreement and its related Appendixes to be executed by their duly authorized representatives, effective the day and year first above written.

Innovation Ventures, L.L.C.

Signature: [REDACTED]

Printed name: [REDACTED]

Title: [REDACTED]

Accepted and agreed:

Signature: [REDACTED]

Printed name: [REDACTED]

Title: [REDACTED]

EXHIBIT B

THE UNIVERSITY OF [REDACTED]
The Division of the Biological Sciences • The University of [REDACTED]

CONSENT BY SUBJECT for participation in a RESEARCH PROTOCOL

Protocol Number: [REDACTED] Patient Name: [REDACTED]
Research Protocol: Effects of drugs on drinking [REDACTED]
Sponsor: [REDACTED]
Doctor(s) Directing Research: [REDACTED] M.D.,
Phone: [REDACTED]

You are being asked to participate in a research study. The doctors at The University of [REDACTED] and the Division of Biological Sciences study the nature of disease and attempt to develop improved methods of diagnosis and treatment. In order to decide whether or not you want to be a part of this research study, you should understand enough about its risks and benefits to make an informed judgment. This process is known as informed consent. This consent form gives detailed information about the study that will be discussed with you. Once you understand the study, you will be asked to sign this form if you wish to participate.

I. NATURE AND DURATION OF THE PROCEDURE:

The purpose of the study is to measure the effects of drugs on drinking. Prior to participation in the study (and before signing this consent form) you will undergo psychiatric and medical screening to ensure your suitability for this study. You will participate in [REDACTED] sessions, conducted one week apart, in the Department of Psychiatry. During each session you may receive one of the following classes of drugs:

1. Stimulant (e.g., amphetamine, nicotine, methylphenidate)
2. Antihistamine (cold and allergy drug)
3. Sedative or tranquilizer (e.g., Valium, alcohol, pentobarbital)
4. A natural product mixture
5. Placebo (an inactive substance)

You will only receive FDA-approved (non-experimental) prescription drugs or over-the-counter products, and the doses are unlikely to cause you discomfort. You are unlikely to experience effects that last beyond the duration of the session. The possible effects you might experience are listed in the section below.